

# County of Los Angeles

## DEPARTMENT OF PUBLIC SOCIAL SERVICES

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April 27, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

### **RECOMMENDATION TO AWARD AND EXECUTE A CONTRACT TO PROVIDE ADDITIONAL FOOD ASSISTANCE USING TEMPORARY ASSISTANCE FOR NEEDY FAMILIES EMERGENCY CONTINGENCY FUNDS (ALL DISTRICTS - 3 VOTES)**

#### **SUBJECT**

This action is to request delegated authority for the Director of Public Social Services, or his designee, to award and execute a sole-source contract with the Los Angeles Regional Foodbank (LARFB) to provide additional food assistance to eligible families. The approved contract will be funded with Temporary Assistance for Needy Families (TANF) Emergency Contingency Fund (ECF) beginning May 1, 2010 or upon contract execution, whichever is later, through September 30, 2010 for the distribution of an estimated 61,600 food kits.

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Director of Department of Public Social Services (DPSS), or his designee, to award and execute a contract in substantially similar form to Attachment A with the LARFB, for a maximum contract sum of \$1,111,078 for the distribution of 61,600 food kits. The term of the contract is effective May 1, 2010 or upon contract execution, whichever is later, through September 30, 2010, and will be financed utilizing 100 percent federal funds.
2. Delegate authority to the Director of DPSS, or his designee, to execute amendments to the contract with LARFB provided that: (a) Any increase or decrease to the maximum contract sum is no more than 10 percent of the original contract sum and is to accommodate an increase or decrease in the units of service provided; (b) the amendment is in compliance with applicable County, State and federal regulations; (c) the Board of Supervisors has appropriated sufficient funds in the County's budget; and (d) prior Chief Executive Office and County Counsel approval is obtained.

3. Delegate authority to the Director of DPSS to extend the contract for a period of up to 12 months beginning October 1, 2010, and to increase the amount of the contract to a maximum of \$2,666,600 in the event an extension of TANF ECF funding is approved by the federal government and prior Chief Executive Office and County Counsel approval for the extension is obtained.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Economic Stimulus Package, signed into law in February 2009 by President Obama, allows States to access ECF for a) Short-Term Non-Recurring Benefits, b) Subsidized Employment, and c) Basic Assistance. The definition of a non-recurrent, short-term benefit (45 CFR 260.31(b)(1)) states that such a benefit: (1) is designed to deal with a specific crisis situation or episode of need; (2) is not intended to meet recurrent or ongoing needs; and (3) will not extend beyond four months.

Because of the current economic crisis, the demand for food assistance from local food banks and pantries has increased. Through this project, the LARFB will distribute food kits, consisting of basic perishable and nonperishable food items, for no more than four months per family. Each kit will weigh 27 pounds with food items that contain the following nutrients: calcium, vitamins A, C and E, phosphorus, zinc, iron, foliate and Magnesium. The food kits will be distributed at 19 selected elementary schools that have at least 95% student participation in the free or reduced price lunch program during the period May 2010 through August 2010, and at 20 local food pantries selected based on the number of households served monthly, their ability to store and distribute the food, and their geographic location, during the period June 2010 to September 2010.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions are consistent with County's Strategic Plan Goal No. 2: Children and Families' Well-Being.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County general fund. The Additional Food Assistance project will be funded through the TANF ECF. In order to qualify for ECF funds, the LARFB must cover 20 percent of their expenditures with non-federal dollars. The federal government will reimburse the remaining 80 percent of the expenses claimed. Because the LARFB is creating a new qualifying ECF project, all costs can be claimed. Payment is based on payment for the number of kits distributed. The cost per kit is \$22.55.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Qualifying agencies will provide up to four months of additional food services to: 1) CalWORKs families; 2) food stamp households with a minor child; 3) families with no Share-of-Cost Medi-Cal beneficiaries; and 4) other non-CalWORKs needy families who have: a) one minor child; b) a family income under 200 percent of the Federal Poverty Level; and c) at least one family member who is a U.S. citizen or legal resident. Agencies are required to keep a record of all individuals served. Program outcomes will be measured by the number of food kits distributed.

### **CONTRACTING PROCESS**

This is a sole-source procurement by negotiation, performed in accordance with County's policy for sole source (Attachment B). California Department of Social Services Manual regulation 23.650.1.15 allows DPSS to negotiate contracts without formal advertising when it is impracticable to secure competition. This requirement is satisfied when services can be obtained only from a single source. Therefore, the LARFB is justifiable as a sole source because the LARFB is the only food bank that responded to our outreach.

Through research, DPSS learned that food banks obtain, store and transport food to a variety of community agencies which serve people in need in a coordinated way that serves an entire community or large geographic area. Based on this research DPSS determined food banks could most effectively and efficiently administer a TANF-ECF funded food program. There are two California Association of Food Banks member agencies in Los Angeles County, the LARFB and the Westside Food Bank. DPSS contacted these two food banks to determine their interest and ability to participate in a TANF-ECF funded food program. The Westside Food Bank declined to participate at this time. The LARFB expressed an interest in participating in the program.

DPSS has determined that the Living Wage Ordinance Program (County Code Chapter 2.201) does not apply to this contract because this is not a Proposition A or cafeteria services contract.

### **IMPACT ON CURRENT SERVICES**

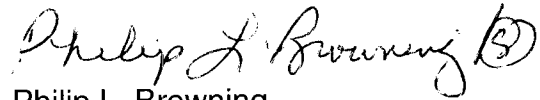
Currently, there are no contracts with agencies that provide additional food assistance. Approval of the recommended action will better serve families who have experienced food insecurity as a result of the recession.

The Honorable Board of Supervisors  
April 27, 2010  
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**CONCLUSION**

Upon approval by the Board of Supervisors, it is requested that the Executive Office/Clerk of the Board of Supervisors, send an adopted Board Letter to the Director of DPSS.

Respectfully submitted,

A handwritten signature in cursive script, reading "Philip L. Browning", followed by a circled number "3".

Philip L. Browning  
Director

Attachments (2)

PLB:PA:  
CL:rm

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**LOS ANGELES REGIONAL FOODBANK**

**FOR**

**ADDITIONAL FOOD ASSISTANCE SERVICES**

**May 2010**

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**STANDARD EXHIBITS**

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- A STATEMENT OF WORK
- A-1 SAMPLE INVOICE
- A-2 CONTRACT DISCREPANCY REPORT
- A-3 PERFORMANCE REQUIREMENT SUMMARY
- B PRICING SCHEDULE
- B-1 BUDGET AND BUDGET NARRATIVE
- C CONTRACTOR'S PROPOSED SCHEDULE
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- G-1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G-2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G-3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H CONTRACTOR EMPLOYEE JURY SERVICE
- I SAFELY SURRENDERED BABY LAW
- J PUBLIC HEALTH PERMIT
- K BUSINESS LICENSE
- L SERVICE DELIVERY SITES
- M STATE OF CALIFORNIA STATEMENT OF INFORMATION
- N INTENTIONALLY OMITTED
- O CHARITABLE CONTRIBUTIONS CERTIFICATION
- P NON-RECURRING, SHORT TERM ASSISTANCE ELIGIBILITY DETERMINATION

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
LOS ANGELES REGIONAL FOODBANK  
FOR  
ADDITIONAL FOOD ASSISTANCE SERVICES**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between the County of Los Angeles, hereinafter referred to as County and Los Angeles Regional Foodbank, hereinafter referred to as Contractor. Los Angeles Regional Foodbank is located at 1734 E. 41<sup>st</sup> St., Los Angeles, CA 90058-1502.

**RECITALS**

WHEREAS, the County may contract with private businesses for Additional Food Assistance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Additional Food Assistance Services to over 500 food pantries; and

WHEREAS, the California Department of Social Services, Management and Office Procedures Regulations 23-650.15.151 allows for procurement by negotiation for services which it is impracticable to secure competition, and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, A-1, A-2, A-3, B, B-1, C, D,E, F, G, G-1,G-2, G-3, H, I, J, K, L, M, O and P are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT A-1 – Sample Invoice
- 1.3 EXHIBIT A-2 – Contract Discrepancy Report
- 1.4 EXHIBIT A-3 – Performance Requirement Summary
- 1.5 EXHIBIT B - Pricing Schedule
- 1.6 EXHIBIT B-1 – Budget and Budget Narrative
- 1.7 EXHIBIT C - Contractor's Proposed Schedule
- 1.8 EXHIBIT D - Contractor's EEO Certification
- 1.9 EXHIBIT E - County's Administration
- 1.10 EXHIBIT F - Contractor's Administration
- 1.11 EXHIBIT G - Forms Required at the Time of Contract Execution
  - Exhibit G-1 Contractor Acknowledgement and Confidentiality Agreement
  - Exhibit G-2 Contractor Employee Acknowledgement and Confidentiality Agreement
  - Exhibit G-3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.12 EXHIBIT H - Contractor Employee Jury Service

- 1.13 EXHIBIT I - Safely Surrendered Baby Law
- 1.14 EXHIBIT J - Public Health Permit
- 1.15 EXHIBIT K - Business License
- 1.16 EXHIBIT L - Service Delivery Sites
- 1.17 EXHIBIT M - State of California Statement of Information
- 1.18 EXHIBIT N - INTENTIONALLY OMITTED
- 1.19 EXHIBIT O - Charitable Contributions Certification
- 1.20 EXHIBIT P - Non-Recurring, Short Term Assistance Eligibility Determination

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **CDSS** - shall mean the California Department of Social Services.
- 2.2 **Contract** - shall mean an agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- 2.3 **Contractor** - shall mean the sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.4 **Contractor Project Manager (CPM)** - shall mean the individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 **County** - shall mean the County of Los Angeles.

- 2.6 **County Contract Administrator (CCA)** - shall mean the person who has the responsibilities to oversee the day-to-day activities, inspections of any and all tasks, services, and other work provided by Contractor during the term of this Contract.
- 2.7 **County Project Director (CPD)** - shall mean the person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Administrator.
- 2.8 **Day(s)** - shall mean calendar day(s) unless otherwise specified.
- 2.9 **DPSS** - shall mean the Department of Public Social Services.
- 2.10 **Fiscal Year** - shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be for five months commencing May 1, 2010 or upon execution by the Department of Public Social Services, whichever is later, through September 30, 2010, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The Contractor shall maintain a system of recordkeeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to (County) at the address herein provided in Exhibit E - County's Administration.

## **5.0 CONTRACT SUM**

- 5.1 The maximum contract sum of this contract is \$1,111,078 which is eighty percent (80%) of the claimed expenditures, and is based on a maximum reimbursement rate of \$22.55 per food kit as stated in Exhibit A, Statement of Work, at a rate stated in Exhibit B, Pricing Schedule. Twenty percent (20%) of the total expenditures shall be paid by Contractor through private non-federal funding sources.
- 5.2 Contractor has prepared and submitted to County a budget segregating direct and indirect costs for the work to be performed by Contractor under this Contract, hereinafter referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B-1, Line-item Budget. Contractor represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased or modified pursuant to Section 8.0, Subsection 8.1, Amendments, hereof, Contractor shall prepare and submit an amended Budget.
- 5.3 Time is of the essence with regards to Contractor's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
- 5.4 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.5 The Contractor shall maintain a system of recordkeeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to (County) at the address herein provided in Exhibit E - County's Administration.

**5.6 No Payment for Services Provided Following Expiration/  
Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.7 Invoices and Payments**

- 5.7.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.7.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.
- 5.7.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.7.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service. The Contractor shall submit monthly invoices for one hundred percent (100%) of its expenditures for the program, and shall be reimbursed no more than eighty percent (80%) of the expenses submitted to the County.

5.7.5 All invoices under this Contract shall be submitted to the County Contract Administrator listed in Exhibit E.

5.7.6 As these funds are time-limited and reimbursed through the federal government utilizing Emergency Contingency Funds (ECF) for Temporary Aid to Needy Families (TANF) State funds through the American Recovery and Reinvestment Act (ARRA) of 2009, Contractor shall submit final invoicing by September 30, 2010. Invoices submitted after September 30, 2010 cannot be guaranteed any reimbursement.

**5.7.7 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.2 County's Project Director**

Responsibilities of the County's Project Director include:

- Ensuring that the objectives of this Contract are met; and
- Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

### **6.3 County's Contract Administrator (CCA)**

The responsibilities of the County Contract Administrator (CCA) include:

- Overseeing the day-to-day administration of this Contract and ensuring that the objectives of this Contract are met;



- Provide direction to the Contractor in areas relating to policy, information, and procedural requirements.
- Making changes in the terms and conditions of this Contract in accordance with Section 8, Terms and Conditions, Subsection 8.1 (Amendments);
- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; and
- Meeting with Contractor's Contract Manager on a regular basis.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Project Manager**

- 7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

### **7.2 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager. At County's request, Contractor shall remove and replace, within twenty-four (24) hours, any Contractor employee performing services under this contract and ensuring that such individual's duties are satisfactorily performed until a replacement can be arranged.

### **7.3 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

## **7.4 Background and Security Investigations**

- 7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall identify, under sworn statement, all Contractor employees who are receiving public assistance and shall ensure that any employee receiving public assistance has met his/her reporting responsibility to DPSS, and has no access to DPSS and Contractor records of any friends, relatives, business relations, personal acquaintances, tenants, or any individuals whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of client documents.
- 7.5.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement," Exhibit G2.

- 7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement," Exhibit G3.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by Department Head or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Head or his/her designee.
- 8.1.3 The Department Head or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Department Head or his/her designee.
- 8.1.4 The Department Head, or his/her designee, may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:
- 8.1.4.1 The amendment shall be in compliance with applicable County, state and federal regulations; and

- 8.1.4.2 The Board of Supervisors has appropriated sufficient funds in the County's budget; and
- 8.1.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase of a decrease in the number of units of service, of the original Maximum Contract Sum; and
- 8.1.4.4 Prior CEO approval is obtained and notice given to County Counsel.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a

material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

### **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within two (2) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within two (2) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within two (2) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County Contract Administrator within two (2) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAWS**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor

fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy:**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may



provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or

that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees

who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

#### **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

#### **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

##### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

##### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by

the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors

shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination on the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the

proposed decision and recommendation of the Contractor Hearing Board.

**8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

**8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family

or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on a periodic basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards identified in Exhibit A, Statement of Work. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 INTENTIONALLY OMITTED**

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 INTENTIONALLY OMITTED**

## **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 FORCE MAJEURE**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.



## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

## **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers,

employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification

number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Public Social Services  
CalWORKs Program Division  
12820 Crossroads Parkway South  
City of Industry, CA 91746  
Attention: Charles Medlin Jr., Acting HSA II

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and

scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

#### **8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **8.24.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance

for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### 8.24.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### 8.24.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### 8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### 8.25 **INSURANCE COVERAGE**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers' Compensation and Employers' Liability**

insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**8.26 LIQUIDATED DAMAGES**

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor

to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national



origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have

been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28.9 Contractor shall post in each Contractor's facility, where they are easily accessible to employees and clients, Equal Employment Opportunity (EEO), State-approved Nondiscrimination in Services Notices and any other required notices, per instruction of the CCA. The CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission  
Roybal Federal Building  
255 East Temple Street, 4<sup>th</sup> Floor  
Los Angeles, California 90012  
Telephone: (800) 669-4000

[info@ask.eeoc.gov](mailto:info@ask.eeoc.gov)

## **8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

## **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County Contract Administrator and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Administrator or County's Project Director is not able to resolve the dispute, the Department Head, or designee shall resolve it.

### **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Department Head, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 PUBLICITY**

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services

and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

#### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand; or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 SUBCONTRACTING**

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the**

**County.** Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs

of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the County Contract Administrator listed in Exhibit E before any Subcontractor employee may perform any work hereunder.

**8.41 TERMINATION FOR BREACH OF WARRANTY TO  
MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT  
COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.42 TERMINATION FOR CONVENIENCE**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the



Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

#### **8.43 TERMINATION FOR DEFAULT**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every

case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - The appointment of a Receiver or Trustee for the Contractor; or
  - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the

Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County

contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## **9.2 CONTRACT ACCOUNTING AND FINANCIAL REPORTING**

Contractor shall establish and maintain an accounting, including internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract, which shall meet the minimum requirements for Contract Accounting as described in the Auditor-Controller contract Accounting and Administration Handbook, which is incorporated herein by reference and is available at <http://www.ladpss.org/dpss/contracts>.

## **9.3 SITE VISITS**

Contractor shall allow site visits to be conducted by all federal, State, and County personnel to observe performance, activities, and review documents relevant to this contract at any time during normal business hours; however, these personnel may not unreasonably interfere with the Contractor's performance.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of the Department of Public Social Services and the Contractor has subscribed the same through its authorized officer, as of \_\_\_\_ day of \_\_\_\_\_ 2010. The persons signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind Contractor.

COUNTY OF LOS ANGELES

By \_\_\_\_\_ Date \_\_\_\_\_  
Philip L. Browning, Director  
Department of Public Social Services

APPROVED AS TO FORM:

Andrea Sheridan Ordin  
County Counsel

By \_\_\_\_\_  
David Beaudet, Deputy County Counsel

CONTRACTOR:

Los Angeles Regional Foodbank

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Contractor Tax Identification Number: \_\_\_\_\_

## **PREAMBLE**

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.



The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy-in-isolation can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move towards achieving these outcomes. The County has also established the values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- There is no "wrong door": wherever a family enters the system is the right place.
- Families receive services tailored to their unique situations and needs.
- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.

- The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- The County human services system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

**The County of Los Angeles health and human services departments and their partners are working together to achieve the following Customer Service and Satisfaction Standards in support of improving outcomes for children and families.**

### **Personal Service Delivery**

*The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.*

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

### **Service Access**

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

### **Service Environment**

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **ADDITIONAL FOOD ASSISTANCE SERVICES STATEMENT OF WORK**

### **1.0 SCOPE OF WORK**

- 1.1. Contractor shall provide food assistance to 1) CalWORKs families; 2) food stamp households with a minor child; 3) families receiving No Share-of-Cost Medi-Cal beneficiaries; and 4) other non-CalWORKs needy families who have: a) one minor child; b) a family income under 200 percent of the Federal Poverty Level; and c) at least one family member who is a U.S. citizen or legal resident. <http://www.rxassist.org/docs/poverty-guidelines.cfm>
- 1.2. Contractor shall be compensated at a fixed rate for each food kit. The Contractor shall provide a monthly invoice and certification in writing that the agency project is paid for with at least 20 percent of private, non-federal funding sources.
- 1.3. Contractor shall distribute food kits from May 1, 2010 through August 31, 2010 through the Los Angeles Unified School District elementary schools (a partnering agency), and from June 1, 2010 through September 30, 2010, through 20 pantries, for a maximum of four (4) months for each family.

### **2.0 BACKGROUND**

- 2.1. On February 17, 2009, President Obama signed the American Recovery and Reinvestment Act (ARRA) of 2009, establishing the Emergency Contingency Funds (ECF) for Temporary Aid to Needy Families (TANF) State programs, i.e., the CalWORKs program.
- 2.2. The ARRA provided new funding to California for: 1) basic assistance; 2) nonrecurrent, short-term benefits; and 3) subsidized employment. Non-recurrent, short-term benefits are: 1) designed to deal with a specific crisis situation or episode of need; 2) not intended to meet recurrent or ongoing needs; and 3) will not extend beyond four months.
- 2.3. The contract will be funded with ECF funds. To qualify for ECF funds, agencies must cover 20 percent of their expenditures with non-federal dollars. The federal government will reimburse the remaining 80 percent of the expenses claimed.

- 2.4. Contractor shall invoice DPSS 100 percent of its expenditures. DPSS will forward the claim to the federal government via CDSS. When the claim is approved by the federal government, 80 percent will be reimbursed through CDSS to DPSS to the LARFB. DPSS will not incur any costs.

### **3.0 CONTRACTOR'S RESPONSIBILITIES**

#### *LICENSES AND DOCUMENTATION*

- 3.1. Contractor shall maintain a County of Los Angeles, Public Health License for the operation of the food warehouse located at 1727 E. 41<sup>st</sup> Place, Los Angeles, CA 90058, and shall provide the County with a copy of the Public Health License (Exhibit J).
- 3.2. Contractor shall maintain a local business license(s) and shall provide the County with a copy of the business license(s) (Exhibit K).
- 3.3. Contractor shall obtain and maintain a State of California Statement of Information (SOI). Contractor shall provide the County with a certified copy of the SOI (Exhibit M).

#### *CONTRACTOR PROGRAM ELIGIBILITY REQUIREMENTS*

- 3.4. Contractor shall verify Program Eligibility for households receiving an ARRA food kit. At a minimum, Contractor shall utilize Exhibit P – Non-Recurring, Short Term Assistance Eligibility Determination.
  - 3.4.1. Contractor shall certify the households receiving an ARRA food kit meet the following eligibility requirements:
    - 3.4.1.1. Have at least one child under the age of 18 living in the household. This includes noncustodial parents who are pursuing family reunification for up to 12 months from removal of child(ren).
    - 3.4.1.2. Have at least one member in the household that must be a citizen or legal immigrant/resident.
    - 3.4.1.3. Be at an income eligibility below 200 percent of the Federal Poverty Level.
    - 3.4.1.4. Each household is eligible for one ARRA food kit a month for up to four consecutive months.
    - 3.4.1.5. Each client has signed a Non-Recurring, Short Term Assistance Eligibility Determination Form (Attachment P), verifying household income (below 200 percent of the federal poverty level), number of children in the household and acknowledgement of receipt of an ARRA food kit.

### *SCHEDULED MEETINGS*

- 3.5. Contractor Project Manager shall attend all scheduled monitoring site visits with the County to discuss the Contractor's performance under this contract and any findings/deficiencies that may be identified during the monitoring visit. These meetings are referred to as Entrance and Exit Conferences. Failure to attend an Entrance or Exit Conference may cause the COUNTY to assess a fiscal penalty of twenty-five dollars (\$25.00) per each conference not attended. The assessment shall be applied and may be deducted from the monthly invoice.

### *HOURS OF OPERATION*

- 3.6. Contractor shall be required to continue to provide food assistance services during established hours of operation. The specific hours of operation shall be submitted to the County Contract Administrator (CCA) two weeks prior to the Contract start date for approval.

### *STAFFING*

- 3.7. Contractor shall furnish supervisory, administrative, and direct labor personnel to accomplish all work required by the contract.

#### *CONTRACTOR PROGRAM MANAGER*

- 3.7.1. Contractor shall provide a full-time Contractor Program Manager or designated alternate who will act as primary liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contractor Program Manager and the alternate shall be identified in writing prior to the Contract award and at any time thereafter a change of Contractor Program Manager or alternate is made. County shall have access to the Contractor Program Manager from 8:00 A.M. to 5:00 P.M., Monday through Friday. Specifically, the Contractor Program Manager or alternate shall:

- 3.7.1.1. Demonstrate experience in the management of work requirements for facilities similar in size and complexity.

- 3.7.1.2. Have full authority to act for the Contractor on all matters relating to the daily operation of the contract.
- 3.7.1.3. Be able to effectively communicate, in English, both orally and in writing.

#### *OTHER CONTRACTOR PERSONNEL*

- 3.7.2. Contractor shall maintain the following personnel for this Contract:
  - 3.7.2.1. one Lead Intake Worker
  - 3.7.2.2. four Intake Workers
  - 3.7.2.3. two Drivers

### **4.0 SPECIFIC TASKS**

#### **CONTRACTOR**

- 4.1. Contractor shall be responsible for completing the following tasks listed below:
  - 4.1.1. Contractor shall provide food assistance to CalWORKs families and non-CalWORKs families with minor children whose income is less than 200 percent of the federal poverty level. The services will address the needs in the community in accordance with the Background section included in Exhibit A, Statement of Work.
  - 4.1.2. Contractor shall provide up to four (4) months of food services to eligible families.
  - 4.1.3. Contractor shall pack the food for distribution at the licensed food warehouse listed in Exhibit A, Statement of Work, Section 3.0, Licenses and Documentation, Subsection 3.1.
  - 4.1.4. Contractor shall distribute an estimated 11,400 food kits per month through LAUSD elementary schools listed on Exhibit L, Service Delivery Sites for a total of 45,600 food kits from May 1, 2010 through August 31, 2010.
  - 4.1.5. Contractor shall distribute 4,000 food kits per month through 20 food pantries listed on Exhibit L, Service Delivery Sites for a total of 16,000 food kits from June 1, 2010 through September 30, 2010.
  - 4.1.6. Contractor shall ensure that the food kits weigh 25 pounds, in which 23 pounds is purchased food and 2 pounds is donated food, and meet the following criteria:

- 4.1.6.1. Nutritional Value by containing:
    - 4.1.6.1.1. Calcium
    - 4.1.6.1.2. Vitamin A
    - 4.1.6.1.3. Vitamin C
    - 4.1.6.1.4. Phosphorus
    - 4.1.6.1.5. Zinc
    - 4.1.6.1.6. Iron
    - 4.1.6.1.7. Vitamin E
    - 4.1.6.1.8. Folate
    - 4.1.6.1.9. Magnesium
  - 4.1.6.2. Shelf stable.
  - 4.1.6.3. Product availability and cost.
- 4.1.7. Contractor shall ensure each client signs an ARRA Food Kit Sign-In Sheet, verifying household income (below 200 percent Federal Poverty Level), number of children in the household, citizenship/immigration status and acknowledgement of receipt of ARRA food kits.
- 4.1.8. Contractor shall keep a record of all individuals served.
- 4.1.9. Contractor shall submit a monthly invoice (Exhibit A-1) with supporting documentation listed at the bottom of the monthly invoice.

### **County**

- 4.2. County shall be responsible for completing the following tasks listed below:
- 4.2.1. Acting as a third-party pass through to the federal government for review of invoices and ECF payments to the Contractor.
  - 4.2.2. Reviewing each monthly invoice and written certification submitted by DPSS ensuring that agency project costs are paid for with at least 20 percent of private funding sources.
  - 4.2.3. Submitting the invoice and written certification to the CDSS for payment of services to the Contractor.
  - 4.2.4. After receipt of authorization from the federal government that payment for services by the Contractor are approved, as reported by CDSS, authorizing payment for services to the Contractor.



4.2.5. Forwarding payment for services to the Contractor within 30 days after CDSS authorizes payment.

4.3. County shall provide the following to the Contractor:

4.3.1. DPSS Operations Handbook, Section 21, Civil Rights Program; and DPSS Policies.

4.3.2. Civil Rights Complaint forms, PA 607 (for use by the Contractor's clients in reporting civil rights complaints).

4.3.3. A list of County-observed holidays.

## **5.0 QUALITY CONTROL**

5.1. Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of this Contract. The Plan shall be submitted to the CCA for review within 10 days after Contract award, with revisions submitted as changes occur.

5.1.1. The plan shall include, but may not be limited to, the following:

5.1.1.1. A method for ensuring the services and requirements defined in the Contract are being provided at or above the level of quality agreed upon by DPSS and the CONTRACTOR.

5.1.1.2. A method for assuring that professional staff rendering service under this contract has the necessary prerequisites, e.g., licenses and certifications.

5.1.1.3. A method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.

5.1.1.4. A commitment to provide to DPSS upon request, a record of all inspections, the corrective action taken, the time and problem is first identified, a clear description of the problem and the time elapsed between identification and completed corrective action.

- 5.1.1.5. A method of safeguarding the integrity of the ECF program by actively preventing against all forms of fraud.

## **6.0 QUALITY ASSURANCE**

### **Monitoring**

- 6.1. Contractor shall perform under the contract using the quality assurance procedures as defined in the Contract. County shall monitor contract performance. Program outcomes will be measured by the number of food kits distributed.
  - 6.1.1. Performance evaluation meetings shall be held jointly by DPSS staff and the Contract Manager as often as deemed necessary by the County Contract Administrator. However, if a Contract Discrepancy Report is issued, and at the discretion of the CCA, a meeting shall be held within ten business days to discuss the problem related to the discrepancy.
  - 6.1.2. Action items from any Performance Evaluation Meeting shall be prepared by the County Contract Administrator and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, he/she may submit a written statement to the County Contract Administrator within ten business days from the date of receipt of the signed minutes. The Contract Manager's written statement shall be attached to the County Contract Administrator's minutes and be a part thereof. Failure to submit a written statement shall result in the acceptance of the action items as written. In an unresolved dispute, the decision of the CCA will be final.

### **Contract Discrepancy Reports**

- 6.2. The following applies to Contract Discrepancy Reports:
  - 6.2.1. County shall provide verbal notification of a contract discrepancy to the Contractor Contract Manager or designee as soon as possible whenever a Contract discrepancy is identified. The Contractor Contract Manager shall resolve the problem within ten days. The CCA has the discretion to extend the deadline for a resolution if there are extenuating circumstances.

6.2.2. The CCA shall determine whether a formal Contract Discrepancy Report shall be issued, Exhibit A-2, Contract Discrepancy Report. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the CCA within five business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all acknowledging deficiencies identified in the Contract Discrepancy Report shall be submitted within 10 business days.

## **7.0 PERFORMANCE OUTCOMES**

- 7.1 Contractor shall ensure that 100% of the food kits distributed are distributed to eligible families once a month for up to four months.
- 7.2 Contractor shall ensure food safety in accordance with federal, State and local law.

## **8.0 PERFORMANCE REQUIREMENTS SUMMARY**

A Performance Requirements Summary (PRS) chart, Exhibit A-3, lists required services that will be monitored by the County during the term of this Contract

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

### ADDITIONAL FOOD ASSISTANCE INVOICE

Month of Service/Year : \_\_\_\_\_

Vendor: : \_\_\_\_\_

Address : \_\_\_\_\_

City, Zip Code : \_\_\_\_\_

Telephone : \_\_\_\_\_

Tax ID Number : \_\_\_\_\_

Contract Number : \_\_\_\_\_

Number of Food Kits Distributed For the month* : _____	Total Amount of Expenses Claimed for the month By Contractor: _____
--	---

Number Above x \$22.55 per kit = \$ _____	<b>Total Amount to be reimbursed (80% of expenses):</b> _____
---	---

\_\_\_\_\_  
*Print Name of Contractor's Authorized Personnel*

\_\_\_\_\_  
*Contractor's Authorizing Signature\*\*\**

Date: \_\_\_\_\_

\_\_\_\_\_  
*County Contract Administrator's Signature*

Date: \_\_\_\_\_

\* Attach copy of Eligibility Determination Form.

- \*\* Attach detail of administrative costs for the month corresponding to the Budget.
- \*\*\* Signature certifies that 20% of the Total Expenses Claimed for the month by Contractor are paid through private non-federal funding sources.

EXHIBIT A-2

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## CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:      Prepared: \_\_\_\_\_  
                 Returned by Contractor: \_\_\_\_\_  
                 Action Completed: \_\_\_\_\_

DISCREPANCY PROBLEMS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative      Date

CONTRACTOR RESPONSE (Cause and Corrective Action): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative      Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative      Date

COUNTY ACTIONS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date: \_\_\_\_\_

Contractor Representative's Signature and Date: \_\_\_\_\_

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Additional Food Assistance Contract  
03/15/10**EXHIBIT A-3****PERFORMANCE REQUIREMENT SUMMARY CHART  
LOS ANGELES REGIONAL FOODBANK**

<b>Service Standard Number</b>	<b>Standard(s)</b>	<b>Allowable Deviation From Acceptable Quality Level (AQL)</b>
1	Submit invoice by the 15 <sup>th</sup> calendar day following the report month. (Reference: Contract Section 5.4.1)	3%
2	The Contractor shall meet the following goals that are consistent with DPSS goals: <ul style="list-style-type: none"><li>• Ninety (90) percent of all individuals served should wait no more than twenty (20) minutes to receive their food kits.</li><li>• The Contractor shall respond to inquiries within four (4) hours. (Reference: SOW, Section 7.6)</li></ul>	5%
3	The Contractor submits the Monthly Management Report by the fifteenth (15 <sup>th</sup> ) of the month to the CCA (Reference: Contract, Section 5.4.1, and SOW, Section 7.13).	3%
4	Meet County's initial (entry level) wage rate. Reference: SOW, Section 1.0)	3%
5	Contractor shall ensure Customer Service standards are met. DPSS shall monitor the quality of the Contractor's Customer Service by randomly selecting participants for telephone and/or site surveys. Of those surveyed, ninety percent (90 percent) are to report satisfaction with the Contractor services (Reference: SOW, Section 7.6).	5%

**EXHIBIT B**  
**LOS ANGELES REGIONAL FOODBANK**  
**ADDITIONAL FOOD ASSISTANCE SERVICES CONTRACT**  
**PRICING SCHEDULE**

CONTRACTOR hereby agrees to perform the services, the scope of which is set forth in the above-identified Contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Attachments, and Contract.

ADDITIONAL FOOD ASSISTANCE SERVICES	Reimbursement Rate Per Unit of Service
61,600 Food Kits	\$18.04 per kit*
<b>Total</b>	<b>\$1,111,264.00**</b>

\*The reimbursement rate of \$18.04 is 80% of the total cost of the food kit, which is \$22.55.

\*\*Varies from maximum contract amount due to rounding. Actual cost per food kit is \$18.03698. Maximum contract amount remains \$1,111,078.00.

\_\_\_\_\_  
Authorized Signature

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Print Name and Title

---

Date

---

Authorized Signature

---

Print Name and Title

---

Date



2010 Budget and Budget Narrative  
Services from May 1, 2010 through September 30, 2010

<b>Food</b>	<b>Monthly</b>	<b>Project Budget</b>
Cost of Food Purchases	\$230,230	\$920,920
Valuation of Donated Food	\$82,852	\$331,408
<b>Subtotal Food</b>	<b>\$313,082</b>	<b>\$1,252,328</b>
<b>Staffing</b>	<b>Monthly</b>	<b>Project Budget</b>
Intake Worker - Lead <i>(five months)</i>	\$2,912	\$14,560
Intake Worker #1 <i>(five months)</i>	\$2,688	\$13,440
Intake Worker #2 <i>(four months)</i>	\$1,680	\$6,720
Intake Worker #3 <i>(four months)</i>	\$1,680	\$6,720
Intake Worker #4 <i>(four months)</i>	\$1,680	\$6,720
Driver #1 <i>(five months)</i>	\$4,000	\$20,000
Driver #2 <i>(five months)</i>	\$4,000	\$20,000
<b>Subtotal Staffing</b>	<b>\$14,640</b>	<b>\$88,160</b>
<b>NOTE: Staffing costs include salary, payroll taxes and other additional taxes.</b>		
<b>Storage and Distribution</b>	<b>Monthly</b>	<b>Project Budget</b>
Truck Rentals <i>(Includes rental of 2 - 24 ft. bobtails, fuel and insurance for five months )</i>	\$5,800	\$29,000
Pallet Jacks <i>(Rental of 2 - pallet jacks for five months)</i>	\$1,000	\$5,000
Bags for Food Distribution	\$3,388	\$13,552
Mileage Reimbursement	\$202	\$808
<b>Subtotal Storage and Distribution</b>	<b>\$10,390</b>	<b>\$48,360</b>
<b>TOTAL TANF Emergency Contingency Fund 2010 Budget</b>	<b>\$338,112</b>	<b>\$1,388,848</b>
<b>TANF - Emergency Contingency Fund Reimbursement</b>	<b>80%</b>	<b>\$1,111,078</b>
<b>Los Angeles Regional Foodbank</b>	<b>20%</b>	<b>\$277,770</b>
<b>NOTE: Only \$277,770 of the Foodbank's donated food total of \$321,408 is required for the 20% match.</b>		

## Budget Narrative

Food – The food budget is divided into two sections, purchased food and donated food. The Foodbank will utilize the valuation of the donated food to meet the required 20% match of the total budget. The Contractor will solicit bids for all food purchased for the project and ultimately select food based on nutrition and cost.

Staffing – All school distribution sites will be staffed by the Contractor. A team of five Intake Workers will be hired to conduct program participation and two Class A Drivers will be hired to deliver and distribute ARRA food kits.

Storage and Distribution – The Foodbank will rent two 24-foot bobtail trucks and the necessary equipment to transport and distribute ARRA food kits. All food kits will be assembled in a high density poly tote bag for distribution.

Distribution Sites - The Foodbank will utilize 20 food pantries (all food pantries are member agencies at the Contractor) and 19 elementary schools throughout Los Angeles Unified School District (LAUSD). The 20 food pantries have been selected and will be notified of participation pending project approval from the Los Angeles County Board of Supervisors. Food pantries were selected based on the following criteria:

1. Number of households served monthly;
2. The pantry's ability to comply with program requirements (storage and distribution); and
3. Geographic location (Los Angeles County Service Planning Area).

The Foodbank has identified 25 LAUSD elementary schools as possible distribution sites. Of the 25 elementary schools, 19 will be selected for participation. All distributions will occur after school between the hours of 1:30 – 4:30. Schools were selected based on the following criteria:

1. At least 95% participation in the federal, free or reduced price lunch program (participation households income can not exceed 185% of the federal poverty level.
2. School must be open year round.
3. Proximity to the Food Bank.

The schools will not be notified of participation until project approval from the County of Los Angeles Board of Supervisors. Once the contract is finalized the Foodbank will submit a list of participating schools.

## ADDITIONAL FOOD ASSISTANCE SERVICES CONTRACT

## CONTRACTOR'S PROPOSED SCHEDULE

Month of Distribution	Number of Food Kits to be distributed	Locations of Distribution*
By May 31, 2010	11,400	LAUSD elementary schools
By June 30, 2010	11,400	LAUSD elementary schools
By June 30, 2010	4,000	Food pantries
By July 31, 2010	11,400	LAUSD elementary schools
By July 31, 2010	4,000	Food pantries
By August 31, 2010	11,400	LAUSD elementary schools
By August 31, 2010	4,000	Food pantries
By September 30, 2010	4,000	Food pantries

\* Specific Service Delivery Sites are listed on Exhibit L, Service Delivery Sites.

**CONTRACTOR'S EEO CERTIFICATION**

---

Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting<br><u>discrimination in all phases of employment.</u>  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis<br><u>or utilization analysis of its work force.</u>  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if<br>its employment practices are discriminatory<br>against protected groups.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment<br>practices, the Contractor has a system for taking<br>reasonable corrective action, to include<br>establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY CONTRACT ADMINISTRATOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S****NAME:** \_\_\_\_\_

—

**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## **CONTRACTOR'S ADMINISTRATION**

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**



CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

**2.203.010 Findings.**

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the Chief Administrative Officer, or
  2. The Contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

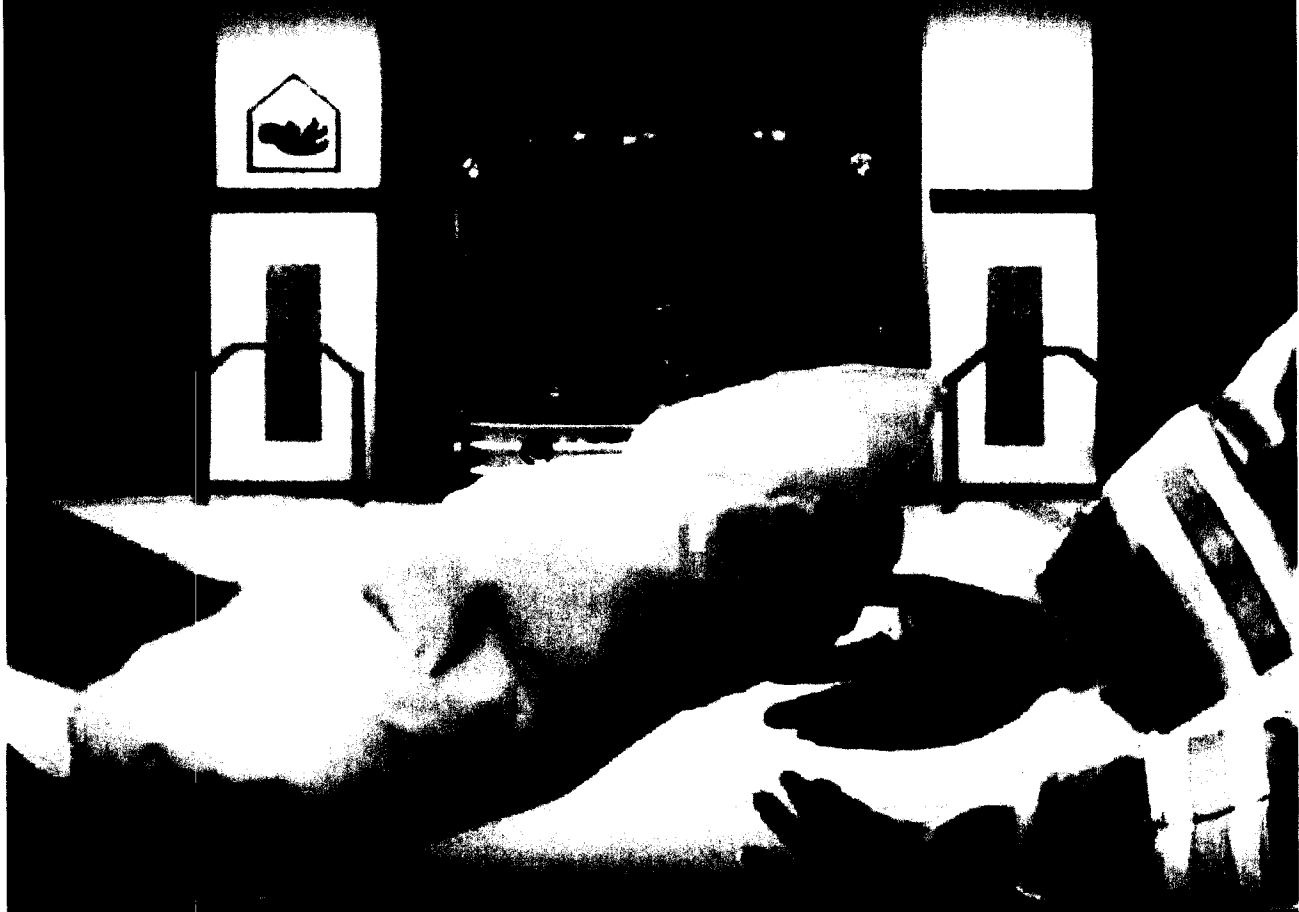
“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babyasafe.org](http://www.babyasafe.org)





In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Tus recién nacidos pueden ser entregados en forma segura al personal  
de cualquier hospital o centro de bomberos en el Condado de Los Angeles.*

**Sin pena. Sin culpa. Sin nombres.**

**En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723**

[www.babysafeia.org](http://www.babysafeia.org)



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafeia.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

### ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

### ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

### ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

### ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

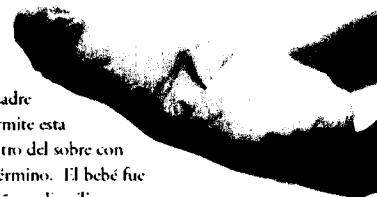
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

### ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



## EXHIBIT J

### DECLARATION OF THE COMMISSIONERS OF THE DEPARTMENT OF REVENUE

STATE OF NEW YORK

IN SENATE,  
JANUARY 11, 1911.

REPORT OF THE  
COMMISSIONERS OF THE  
DEPARTMENT OF REVENUE

FOR THE YEAR  
1910.

ALBANY:

THE STATE PRINTING OFFICE,  
1911.

THE COMMISSIONERS OF THE DEPARTMENT OF REVENUE, STATE OF NEW YORK,

DO HEREBY

DECLARE THAT THE FOREGOING IS A TRUE AND CORRECT

### DECLARATION OF THE COMMISSIONERS OF THE

DEPARTMENT OF REVENUE, STATE OF NEW YORK, FOR THE YEAR  
1910.

IN WITNESS WHEREOF, THE COMMISSIONERS OF THE DEPARTMENT OF REVENUE, STATE OF NEW YORK,

DO HEREBY  
SIGN AND  
SEAL  
THEIR OFFICES  
THIS 11TH DAY  
OF JANUARY, 1911.

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10/1/2018 10:11:11 AM

10/1/2018 10:11:11 AM

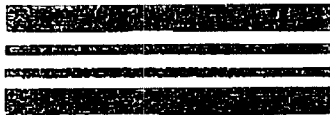
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SERVICE DELIVERY SITES

Agency Name	Address	City	Zip	Contact	Phone Number	Service Planning Area	Distribution Times
Shekinah Worship Center	42640 10th Street W.	Lancaster	93534	Vicky Miller	661.940.8378	1	Last Sat; 1:30pm
Prince of Peace Coalition	5700 Rudnick Avenue	Woodland Hills	91367	Jim Oliver	808.346-5554	2	Mon -Thur; 10a -3p & Fri.; 10a -12p
St. Charles Service Center	10825 Moorpark Street	North Hollywood	91602	Vivian Bush	818.766-3838	2	Tue, Wed, Thur, Sat; 9a - 11:45a
Burbank Temporary Aid Center	1304 W. Burbank Blvd.	Burbank	91506	Edward Stapleton	818.848-2822	2	Monday - Friday 9 -12 & 1:30 - 5pm
Fuller Theological Seminary	135 North Oakland Avenue	Pasadena	91102	Luke Malski	626.584-5257	3	Wednesday; 11a -2p
Covina Assembly of God	250 E. San Bernardino Rd.	Covina	91723	Maureen Hinds Wayne	626.966-4488	3	Tuesday - Friday 2:00 - 4:00
Cory's Kitchen	1418 Arrow Highway	Inwindale	91706	Leamons/Sharon T.	626.305-0392	3	Tues. 6p - 8p
Pomona Inland Beta Center	1753 N. Park Avenue	Pomona	91768	Isaac Vega	909.391-4882	3	Mon -Thurs; 9a -3p; 10a - 3p
St. Francis Center	1835 S. Hope Street	Los Angeles	90015	Maribel Ramos	213.747.5347	4	Tuesday, Thur & Sat @ 11:00 a.m. - 12:30 p
Catholic Charities of L.A.	4665 Willow Brook Avenue	Los Angeles	90029	Marlene Rodriguez	323.662-4392	4	Monday - Friday 10 -12 & 1 -3
JFS SOVA West	756 1/2 Beverly Blvd.	Los Angeles	90036	Fred Summers	323.932-1658	5	MTWTF 10a - 1:30p 2nd and 4th Sun; 9a -12n
Holy Cross Center	104 W. 47th Place	Los Angeles	90037	Carmen Martinez	323.232-3333	6	Mon, Wed, Fri; 9a - 11:30a
All Peoples Christian Center	822 E. 20th Street	Los Angeles	90011	Douglas Herron	213.747-6357	6	Fridays 12:00 - 5:00
Fifty Fourth Street S.D.A.	1973 West 54th Street	Los Angeles	90062	Margaret Carson	323.292-2762	6	2nd & 4th Tuesday 8:30am - 10:30am
Zion Hill Baptist Church	7860 10th Avenue	Los Angeles	90043	Nettie Stevenson	323.753-4610	6	Tues 10am -2pm
Paramount Care	8206 Alondra	Paramount	90723	Sandi Lamphear	562.272-7647	7	1st & 3rd Fri; 9:30a -

Fountain	Blvd.						10:30a
Eastmont Community Center	701 Hoefner Avenue			90022	Herlinda Ponder	323.726-7998	7 Mon - Thurs 9-11 am Fri 9:10 - 12:00pm
Hawaiian Gardens Food Bank	21411 Norwalk Blvd.	Los Angeles Hawaiian Gardens		90716	Leticia Macias	562.860-9097	7 Wed; 2p -6p & Thur; 9:30am - 3:30pm
St. Margaret's Center	10217 Inglewood Ave.	Lennox		90304	Mary-Agnes Erlandson	310.672-2208	8 Mo, Wed, Fri; 9a -12p & 1p -4p
Hope Chapel Foursquare Church	2420 Pacific Coast Highway	Hermosa Beach		90254	Roberto Corea	310.374-4673	8 Mon, 6:30 - 8p; Wed & Fri; 9a - 12p & 1p -4p
Harbor Community Church of God	1210 E. 223rd Street, Suite 308	Carson		90745	Robert Oliver	310.830-2582	8 Thur; 2p -4p
Shekinah Worship Center	42640 10th Street W.	Lancaster		93534	Vicky Miller	661.940.8378	8 Last Sat; 1:30pm
Prince of Peace Coalition	5700 Rudnick Avenue	Woodland Hills		91367	Jim Oliver	808.346-5554	8 Mon -Thur; 10a -3p & Fri.; 10a -12p

## STATE OF CALIFORNIA STATEMENT OF INFORMATION



State of California  
Secretary of State



## STATEMENT OF INFORMATION

(Domestic Nonprofit, Credit Union and Consumer Cooperative Corporations)

Filing Fee: \$20.00. If amendment, see instructions.

**IMPORTANT READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

This Space For Filing Use Only

1. CORPORATE NAME (Please do not alter if name is preprinted.)				<b>N</b>	
COB10110 PB NCD LOS ANGELES REGIONAL FOODBANK 1734 E 41ST ST LOS ANGELES CA 90058					
DUE DATE: 03-31-09					
COMPLETE PRINCIPAL OFFICE ADDRESS (Do not abbreviate the name of the city. Item 2 cannot be a P.O. Box.)					
2. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY		CITY	STATE	ZIP CODE	
1734 E. 41ST STREET		LOS ANGELES	CA	90058-1502	
3. MAILING ADDRESS OF THE CORPORATION, IF REQUIRED		CITY	STATE	ZIP CODE	
NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)					
4. CHIEF EXECUTIVE OFFICER		ADDRESS	CITY	STATE	ZIP CODE
MICHAEL FLOOD		1734 E. 41ST ST.,	LOS ANGELES	CA	90058-1502
5. SECRETARY		ADDRESS	CITY	STATE	ZIP CODE
KAREN POINTER		12121 WILSHIRE BLVD., STE.1325,	LOS ANGELES, CA	90025	
6. CHIEF FINANCIAL OFFICER		ADDRESS	CITY	STATE	ZIP CODE
ROBERT KELLY		11100 SANTA MONICA BLVD., 15TH FL,	LOS ANGELES, CA	90025-	3395
AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 8 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have an office with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 8 must be left blank.)					
7. NAME OF AGENT FOR SERVICE OF PROCESS					
MICHAEL FLOOD, PRESIDENT/CEO, LOS ANGELES REGIONAL FOODBANK					
8. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA IF AN INDIVIDUAL		CITY	STATE	ZIP CODE	
1734 E. 41ST STREET, LOS ANGELES, CA			CA	90058-1502	
DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT (California Civil Code section 1350, et seq.)					
9. <input type="checkbox"/> Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act and proceed to Items 10, 11 and 12.					
NOTE: Corporations formed to manage a common interest development must also file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code section 1363.6. Please see instructions on the reverse side of this form.					
10. ADDRESS OF BUSINESS OR CORPORATE OFFICE OF THE ASSOCIATION, IF ANY		CITY	STATE	ZIP CODE	
11. FRONT STREET AND NEAREST CROSS STREET FOR THE PHYSICAL LOCATION OF THE COMMON INTEREST DEVELOPMENT (Complete if the business or corporate office is not on the site of the common interest development.)		EIGHT ZIP CODE			
12. NAME AND ADDRESS OF ASSOCIATION'S MANAGING AGENT, IF ANY		CITY	STATE	ZIP CODE	
13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.					
12/29/08		MICHAEL FLOOD		PRESIDENT/CEO	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM		TITLE		SIGNATURE
SI-100 (REV 01/2008)		APPROVED BY SECRETARY OF STATE			



**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

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Address

---

Internal Revenue Service Employer Identification Number

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California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

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Date

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***Name and Title of Signer (please print)***

# **NON-RECURRING, SHORT TERM ASSISTANCE ELIGIBILITY DETERMINATION**

<b>Parent Information</b>	<b>Date:</b>
<b>Name:</b>	<b>Phone:</b>
<b>Address:</b>	<b>Cell Phone:</b>
	<b>Email:</b>

## **Eligibility Determination Section** **(This section is to be completed by LARFB only.)**

<b>Benefit Type:</b>	<input type="checkbox"/> CalWORKs <input type="checkbox"/> Food Stamps <input type="checkbox"/> No-Share of Cost Medi-Cal  <b>NOTE:</b> If the family is currently receiving or received <u>one of the above</u> within the last 12 months, no further eligibility determination is required.
<b>Citizen/Eligible Noncitizen Status:</b>	<b>NOTE:</b> At least one family member must be a U.S. Citizen or have an <u>eligible</u> noncitizen status. Documentation/Verification must be attached. <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Eligible Noncitizen includes but not limited to: Legal Permanent Resident (LPR) What is the verification source (e.g., birth certificate, passport, immigration (USCIS) papers/forms/cards, certificate of naturalization)?
<b>Family Unit</b>	What is the family unit's size? _____
<b>Income:</b>	What is the family's total monthly gross income?    \$ _____
Total gross monthly income cannot exceed 200% of the Federal Poverty Level. Use the chart on the reverse to determine income eligibility	What is the verification source (e.g., most recent pay stubs, letter from employer, Benefit Award Letter [Social Security/Veterans/disability/unemployment, etc.],)? _____
<b>Is the individual/family eligible:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No, Reason: _____

<b>Income Types</b> <b>(Select all that apply and attach copy[ies])</b>	<b>Verification of minor child in the home &amp; Relationship to Applicant</b> <b>(Select all that apply and attach copy[ies])</b>
<input type="checkbox"/> Salary/Pay Check Stubs	<input type="checkbox"/> Official birth certificate
<input type="checkbox"/> Unemployment Insurance Benefit check stubs	<input type="checkbox"/> Certified computer-generated abstract of birth record
<input type="checkbox"/> Workers Compensation	<input type="checkbox"/> Certified photocopy of birth record
<input type="checkbox"/> State Disability Indemnity Check stubs	<input type="checkbox"/> Original adoption decree
<input type="checkbox"/> Social Security Award Letter	<input type="checkbox"/> School records
<input type="checkbox"/> Supplemental Security Income/State Supplementary Payment (SSI/SSP)	<input type="checkbox"/> Immunization records
<input type="checkbox"/> Veterans or Railroad Retirement Income	<input type="checkbox"/> Original court order that shows if child is or has been in foster care
	<input type="checkbox"/> Child's insurance policy that identifies child and

<b>Income:</b>  <b>Total gross monthly income cannot exceed 200% of the FPL.</b>	<b>200% FPL Guideline Chart</b>			
	<b>1</b>	\$1,805	<b>5</b>	\$4,299
	<b>2</b>	\$2,429	<b>6</b>	\$4,922
	<b>3</b>	\$3,052	<b>7</b>	\$5,545
	<b>4</b>	\$3,675	<b>8</b>	\$6,169
			<b>For Each Additional Person Add</b>	\$624

<input type="checkbox"/> Child/Spousal Support Check Payments <input type="checkbox"/> Tax Refunds <input type="checkbox"/> Insurance or legal settlements <input type="checkbox"/> Rental Income and rental assistance <input type="checkbox"/> Interest or Dividends Payments <input type="checkbox"/> Strike Benefits Payment stubs	<input type="checkbox"/> parent <input type="checkbox"/> Hospital/physician/licensed midwife's birth record that contains identifying information about the child/parents. <input type="checkbox"/> Bureau of Indian Affairs I.D. card <input type="checkbox"/> Federal/state census records <input type="checkbox"/> Original Indian agency records <input type="checkbox"/> Original U.S. passport
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Any person who signs this statement and who willfully states as true any material matter which he knows to be false is subject to the penalties prescribed for perjury in the Penal Code by the State of California.

I declare under penalty of perjury under the laws of the United States of American and the State of California that the information I have given on this form is true, correct and accurate, and that this declaration is executed at \_\_\_\_\_, California.  
*City*

Signature \_\_\_\_\_

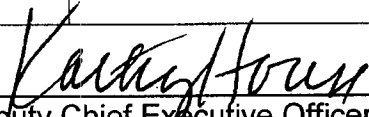
Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT B

### SOLE SOURCE CHECKLIST

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	<i>Identify applicable justification and provide documentation for each checked item.</i>
✓	▶ Only one bona fide source for the service exists; performance and price competition are not available.
	▶ Quick action is required (emergency situation).
	▶ Proposals have been solicited but no satisfactory proposals were received.
	▶ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	▶ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	▶ It is most cost-effective to obtain services by exercising an Option under an existing contract.
	▶ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
	▶ Other reason. Please explain:
	<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">             Deputy Chief Executive Officer, CEO         </div> <div style="width: 45%; text-align: right;"> <div style="text-align: center;">4/15/10</div>           Date         </div> </div>